

# ITEL RAIL

RECORDATION NO. 8904-N  
Filed 1428

FEB - 2 1983 - 11 45 AM

INTERSTATE COMMERCE COMMISSION

55 Francisco  
San Francisco, California 94133  
(415) 955-9090  
Telex 34234

3-033A072

No. FEB 02 1983

Date .....

Fee \$ 10.00

ICC Washington, D. C.

January 25, 1983

Ms. Agatha Mergenovich, Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

RECEIVED  
FEB 2 10 39 AM '83  
U.S.C.  
FEE OPERATION BR.

Dear Ms. Mergenovich:

Pursuant to 49 U.S.C. Section 11303(a) and the Interstate Commerce Commission's rules and regulations thereunder, I enclose herewith on behalf of Itel Corporation for filing and recordation as an additional filing under I.C.C. recordation No. 8904, filed on July 26, 1977 at 9:15 A.M., four counterparts of the following document:

Amendment No. 6 dated December 17, 1982, to the  
Boxcar Lease Agreement dated June 17, 1977, between  
Itel Rail and New Orleans Public Belt Railroad.

The names and addresses of the parties to the aforementioned Amendment are:

1. New Orleans Public Belt Railroad  
International Trade Mart Tower Building  
Suite 1247  
2 Canal Street  
New Orleans, Louisiana 70151
2. Itel Corporation, Rail Division  
55 Francisco, 7th Floor  
San Francisco, California 94133

The equipment covered by this Amendment is ninety nine (99) 50' boxcars, AAR mechanical designation XM, bearing reporting marks described on Exhibit A attached hereto.

Also enclosed is a check in the amount of \$10.00 for the required recording fee.

Ms. Agatha Mergenovich, Secretary  
January 25, 1983  
Page Two

Please stamp all counterparts of the enclosed Amendment with your official recording stamp. You will wish to retain one (1) counterpart of the document for your files; it is requested that the remaining three (3) counterparts be returned to me by mail.

Sincerely,

A handwritten signature in black ink, appearing to read 'Pat Salas Pineda', written in a cursive style.

Patricia Salas Pineda  
Counsel

PSP:dmm  
Enclosures

cc: Doug Drummond  
Itel Corporation

EXHIBIT A

A.A.R. Mech. Desig.	Description	Numbers	Length	Height	No. of Cars
XM	Boxcars	NOPB 4300-4304	50'6"	11'2"	99
		4308-4309			
		4311-4322			
		4324-4327			
		4330-4331			
		4333-4340			
		4342-4344			
		4346-4347			
		4349-4354			
		4356-4361			
		4363-4378			
		4387-4389			
		4397, 4401			
		4407-4408			
		4410, 4431			
		4436, 4438			
		4440, 4442			
		4445			
		4449-4451			
		4457, 4465			
		4468			
		4470-4471			
		4474, 4478			
		4480-4481			
		4485-4486			
		4488, 4490			
		4496-4498			

# Interstate Commerce Commission

Washington, D.C. 20423

## OFFICE OF THE SECRETARY

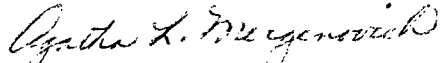
Patricia Salas Pineda  
Itel Corporation-Rail Division  
55 Francisco, 7th Floor  
San Francisco, California 94133

February 2, 1983

Dear Madam:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 2/2/83 at 10:45AM, and assigned re-recording number(s). 8904-N

Sincerely yours,

  
Agatha L. Mergenovich  
Secretary

Enclosure(s)

STATE OF Louisiana

PARISH OF Orleans

On this 11 day of July, before me personally appeared P.A. Trebb Jr  
\_\_\_\_\_, to me personally known, who being by me duly sworn says that  
such person is General Manager of New Orleans Public Belt Railroad that  
the foregoing Rider No. 1 to Lease Agreement between New Orleans Public  
Belt Railroad and SSI Rail Corp. was signed on behalf of said corporation by  
authority of its board of directors, and such person acknowledged that the exe-  
cution of the foregoing instrument was the free act and deed of such corporation.

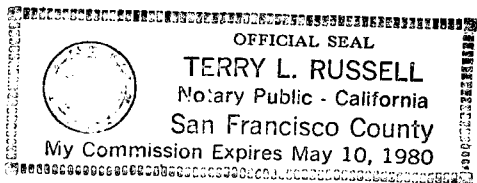
Corinne L. Wiener  
Notary Public

CORINNE LEE WIENER  
NOTARY PUBLIC  
ORLEANS PARISH  
LOUISIANA  
MY COMMISSION IS FOR LIFE

STATE OF California  
COUNTY OF San Francisco

On this 30 day of June, before me personally appeared William  
J. Texido, to me personally known, who being by me duly sworn says that  
such person is President of SSI Rail Corp., that the foregoing Rider No.  
1 to Lease Agreement between New Orleans Public Belt Railroad and SSI Rail  
Corp. was signed on behalf of said corporation by authority of its board of  
directors and such person acknowledged that the execution of the foregoing instru-  
ment was the free act and deed of such corporation.

Terry L. Russell  
Notary Public



L-0366  
12/8/82

AMENDMENT NO. 6

RECORDATION NO. 8904-N Filed 12/8/82

FFB - 2 1983 - 10 45 AM

INTERSTATE COMMERCE COMMISSION

**AMENDMENT NO. 6** (the "Amendment") to that certain Lease Agreement (the "Lease") made as of June 17, 1977 between **ITEL CORPORATION, RAIL DIVISION**, successor in interest to SSI Rail Corporation ("Lessor") and The City of New Orleans appearing herein through the Public Belt Railroad Commission for the City of New Orleans, doing business as **NEW ORLEANS PUBLIC BELT RAILROAD** ("Lessee") is made as of December 17, 1982 between Lessor and Lessee.

**WITNESSETH:**

**WHEREAS**, Lessor entered into the Lease with Lessee covering one thousand ninety-nine (1,099) boxcars (hereinafter called collectively as the "Cars" and individually a "Car" as described in Equipment Schedule Nos. 2, 3, 4, 5, 6A, 6B and 8 attached and incorporated into the Lease.

**WHEREAS**, pursuant to the termination letter dated July 22, 1982 from Lessor to Lessee, the Lease was terminated with respect to solely one hundred (100) Cars bearing reporting marks within the series NOPB 4300 through and including NOPB 4498 as described in Equipment Schedule No. 8 attached to and incorporated into the Lease.

**WHEREAS**, Lessor and Lessee desire to amend the Lease to reflect the Cars remaining subject to the Lease.

**NOW, THEREFORE**, in consideration of the mutual premises and agreements made herein, the parties hereto agree to amend the Lease as follows:

1. All terms defined in the Lease shall have their defined meanings when used in this Amendment.
2. The Equipment Schedule No. 8 executed March 28, 1979, attached to and incorporated into the Lease is hereby deleted in its entirety and Equipment Schedule No. 8A, attached hereto, shall be substituted therefor.
3. Nothing set forth in this Amendment with respect to the Lease represents a waiver by the parties hereto of any rights under the Lease or the Bankruptcy Code and is not an assumption of the Lease under the Bankruptcy Code, and in the event of the rejection of the Lease by order of the Bankruptcy Court under the Bankruptcy Code, Lessee may claim pre-petition damages, if any, with respect to such rejection of the Lease.
4. Except as expressly modified by this Amendment, all terms and provisions of the Lease shall remain in full force and effect.
5. This Amendment may be executed by the parties hereto in any number of counterparts and all said counterparts taken together shall be deemed to constitute one and the same instrument.

**ITEL CORPORATION,  
RAIL DIVISION**

By: [Signature]

Title: President

Date: 1-5-83

**NEW ORLEANS PUBLIC BELT  
RAILROAD**

By: [Signature]

Title: General Manager

Date: 12-30-82

## EQUIPMENT SCHEDULE NO. 8A

Itel Corporation, Rail Division hereby leases the following Cars to New Orleans Public Belt Railroad subject to the terms and conditions of that certain Lease Agreement dated as of June 17, 1977.

A.A.R. Mech. Desig.	Description	Numbers	Length	Dimensions		Doors Width	No. of Cars
				Inside Width	Height		
XM	50' Plate C Boxcars, Nailable Steel Floor, Sliding Ten Foot Long, End of Car Cushioning	NOPB 4300-4304	50'6"	9'6"	11'2"	10'	99
		4308-4309					
		4311-4322					
		4324-4327					
		4330-4331					
		4333-4340					
		4342-4344					
		4346-4347					
		4349-4354					
		4356-4361					
		4363-4378					
		4387-4389					
		4397, 4401					
		4407-4408					
		4410, 4431					
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		4440, 4442					
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		4449-4451					
		4457, 4465					
		4468					
		4470-4471					
		4474, 4478					
		4480-4481					
		4485-4486					
		4488, 4490					
		4496-4498					

ITEL CORPORATION, RAIL DIVISION

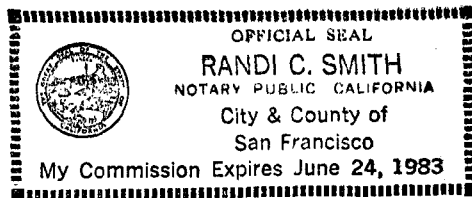
BY: *Edward M. O'Donoghue*TITLE: *President*DATE: *1-5-83*

NEW ORLEANS PUBLIC BELT RAILROAD

BY: *John H. Hobbie*TITLE: *General Manager*DATE: *12-30-82*

STATE OF CALIFORNIA       )  
                                      )  
COUNTY OF SAN FRANCISCO ) ss:

On this 7<sup>th</sup> day of January, 1982<sup>3</sup>, before me personally appeared Edward M. O'Dea, to me personally known, who being by me duly sworn says that such person is President of Itel Corporation, Rail Division, that the foregoing Amendment No. 6 was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Randi C. Smith  
Notary Public

STATE OF LOUISIANA  
  
PARISH OF ORLEANS

On this 30th day of December, 1982, before me personally appeared PHILIP A. WEBB, JR., to me personally known, who being by me duly sworn says that such person is General Manager of New Orleans Public Belt Railroad Commission, that the foregoing Amendment No. 6 was signed on behalf of said Commission by authority of the Commission and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said Commission.

[Signature]  
NOTARY PUBLIC